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Signed and Filed: December 18, 2009

A handwritten signature in dark ink, appearing to read "T. E. Carlson", is written over a horizontal line.

THOMAS E. CARLSON
U.S. Bankruptcy Judge

Attorneys for the At Home Liquidating Trust, successor in
interest to At Home Corporation, et al., Debtors and Debtors
in Possession

UNITED STATES BANKRUPTCY COURT FOR
THE NORTHERN DISTRICT OF CALIFORNIA
San Francisco Division

In re

AT HOME CORPORATION,
a Delaware corporation, et al.,

Debtors.

Case No. 01-32495-TC

Chapter 11

(Jointly Administered)

Hearing Date:

Date: December 18, 2009

Time: 11:00 a.m. PST

Place: 235 Pine Street, 23rd Floor
San Francisco, California

Judge: Hon. Thomas E. Carlson

**ORDER GRANTING THE AT HOME LIQUIDATING TRUST'S MOTION FOR ORDER
APPROVING (A) SETTLEMENT AMONG THE AT HOME LIQUIDATING TRUST,
THE BONDHOLDERS' LIQUIDATING TRUST AND THE AT HOME GENERAL
UNSECURED CREDITORS' LIQUIDATING TRUST, (B) AGREEMENT AMENDMENT
AMONG THE AT HOME LIQUIDATING TRUST, THE BONDHOLDERS'
LIQUIDATING TRUST, THE AT HOME GENERAL UNSECURED CREDITORS'
LIQUIDATING TRUST AND SHAW CABLESYSTEMS G.P, AND (C) TRANSFER OF
INTELLECTUAL PROPERTY ASSETS OF THE AT HOME LIQUIDATING TRUST
AND THE AT HOME GENERAL UNSECURED CREDITORS' LIQUIDATING TRUST
TO THE BONDHOLDERS' LIQUIDATING TRUST
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES.**

(Shaw Cablesystems G.P., McNutt Law Group LLP, Nixon Peabody LLP)

1 Upon the Motion for Order Approving (A) Settlement Among the At Home
2 Liquidating Trust, the Bondholders' Liquidating Trust (the "BHLT") and the At Home General
3 Unsecured Creditors' Liquidating Trust (the "GUCLT"), (B) Agreement Amendment Among the
4 AHLT, BHLT, GUCLT and Shaw Cablesystems G.P. ("Shaw") and (C) Transfer of Intellectual
5 Property Assets of the AHLT and the GUCLT to the BHLT Free and Clear of Liens, Claims,
6 Interests and Encumbrances (the "Motion")¹ filed by the At Home Liquidating Trust ("AHLT"
7 and, together with the BHLT and the GUCLT, the "Trusts"), successor in interest to At Home
8 Corporation ("At Home") and certain of its affiliated entities (together with At Home, the
9 "Debtors"), as debtors and debtors in possession in the above-captioned chapter 11 cases, with
10 this Court on November 20, 2009 seeking entry of an order approving the Settlement Agreement
11 entered into by and among the AHLT, the BHLT and the GUCLT, the Shaw Amendment entered
12 into by and among the AHLT, the BHLT, the GUCLT and Shaw, and approving the transfer of
13 the intellectual property of the AHLT and the GUCLT to the BHLT free and clear of all liens,
14 claims, and encumbrances (other than the license rights expressly set forth in the Shaw
15 Amendment).

16 NOW, THEREFORE, based upon all of the evidence proffered or adduced; the
17 memoranda and objections, if any, filed in connection with the Motion; the arguments and
18 evidence offered at the hearing on the Motion conducted on December 18, 2009; and the Court
19 having determined that the relief requested in the Motion is in the best interests of the AHLT, the
20 estates, the creditors and other parties in interest; and upon the entire record of these cases; and
21 after due deliberation thereon; and good cause appearing therefor;

22 IT IS HEREBY FOUND, CONCLUDED AND DECLARED THAT:²

23
24 A. The Court has jurisdiction over this matter and over the property of the
25 AHLT and the bankruptcy estates pursuant to 28 U.S.C. §§ 157 and 1334;

26
27 ¹ Capitalized terms used but not defined herein shall have the meaning given to such terms in the
Motion.

28 ² Pursuant to Federal Rule of Bankruptcy Procedure 7052, findings of fact shall be construed as
conclusions of law and conclusions of law shall be construed as findings of fact as appropriate.

1 B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of
2 these chapter 11 cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.
3 The statutory predicates for the relief requested herein are Bankruptcy Code sections 105, 363
4 and 1146, Bankruptcy Rules 6004 and 9019(a) of the Federal Rules of Bankruptcy Procedure, and
5 Bankruptcy Local Rules 6004-1 and 9014-1

6 C. Good and sufficient notice of the Motion has been given, in accordance
7 with Bankruptcy Local Rule 9014-1 of the United States Bankruptcy Court for the Northern
8 District of California, and notice is in compliance with the Federal Rules of Bankruptcy
9 Procedure and the local rules of procedure of this Court. Such parties in interest, including: (i)
10 the Office of the United States Trustee for the Northern District of California, (ii) all parties
11 known to the AHLT to have or assert liens in the assets to be transferred pursuant to the
12 Settlement, (iii) counsel for any statutory committees appointed in these cases, have been
13 afforded a reasonable opportunity to object to or to be heard regarding the relief requested in the
14 Motion, and no other or further notice is necessary to grant the relief herein.

15 D. The releases provided for in this Order and the Settlement do not affect
16 claims held by beneficiaries of a Trust against professionals, trustees, fiduciaries employed by or
17 Supervisory Board members of *that* Trust.

18 E. The proposed transfer of the Intellectual Property contemplated in the
19 Settlement and the mutual releases in the Settlement and the Shaw Amendment reflect the
20 exercise at this time of the Trusts' sound business judgment and a proper exercise of the Trusts'
21 fiduciary duties.

22 F. Approval at this time of the relief requested in the Motion, including
23 without limitation the transfer of the Intellectual Property to the BHLT and execution of the
24 Settlement and the Shaw Amendment, is in the best interests of the Trusts, their creditors, their
25 estates, and other parties in interest.

26 G. The proposed transfer of the Intellectual Property was negotiated,
27 proposed, and entered into by the parties at this time without collusion, in good faith, and from
28 arm's-length bargaining positions. The BHLT is a buyer in good faith under section 363(m) of

1 the Bankruptcy Code and, as such, is entitled to the protections afforded thereby. Neither the
2 AHLT nor any other party to the Settlement or documents related thereto has engaged in any
3 conduct that would cause or permit the Settlement and the transactions contemplated thereby to
4 be avoided under section 363(n) of the Bankruptcy Code.

5 H. The transfer of the Intellectual Property to the BHLT pursuant to the
6 Settlement (a) is or will be legal, valid, and effective transfers of property of the AHLT and the
7 GUCLT to the BHLT, and (b) except as expressly provided in the Settlement, vests or will vest
8 the BHLT with the AHLT's and the GUCLT's right, title, and interest in the Intellectual Property
9 free and clear of Liens and Claims (as hereinafter defined) (other than the license rights expressly
10 set forth in the Shaw Amendment).

11 I. The AHLT and the GUCLT may transfer the Intellectual Property to the
12 BHLT pursuant to the Settlement free and clear of Liens and Claims as provided for in this Order
13 because, under the circumstances, one or more of the standards set forth in section 363(f)(1)–(5)
14 of the Bankruptcy Code has been satisfied, because (a) the holders of such Liens and Claims have
15 consented to such transfer; and/or (b) such holders could be compelled in a legal or equitable
16 proceeding to accept a money satisfaction of such Liens and Claims.

17 J. The proposed transfer of the Intellectual Property to the BHLT is in
18 furtherance of a plan of liquidation. The transfers pursuant to the Settlement are not subject to
19 taxation under any federal, state, local, municipal, or other law imposing or purporting to impose
20 a stamp, transfer, recording, sale, or any other similar tax on any of the AHLT's transfers or sales
21 of real estate, personal property, or other assets owned by it in accordance with sections 1146(c)
22 and 105(a) of the Bankruptcy Code.

23 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

- 24 1. The Motion is GRANTED in all respects.
- 25 2. All objections to the Motion or the relief requested therein that have not
26 been withdrawn, waived, mooted or settled, and all reservations of rights not incorporated in this
27 Order, are overruled on the merits.
- 28

1 3. The Settlement Agreement by and among the AHLT, the BHLT and the
2 GUCLT is approved in all respects.

3 4. The Shaw Amendment by and among the AHLT, the BHLT, the GUCLT
4 and Shaw is approved in all respects.

5 5. Pursuant to section 363(b) of the Bankruptcy Code, each of the Trusts is
6 hereby authorized and empowered on the closing of the Settlement to fully perform under,
7 consummate, and implement the Settlement, together with all additional instruments and
8 documents that may be reasonably necessary or desirable to implement the Settlement and the
9 transactions contemplated thereby, and to take all further actions as may be reasonably necessary
10 for the purpose of assigning, transferring, granting, conveying, and conferring to the BHLT, or
11 reducing to possession, any or all of the AHLT's and the GUCLT's rights that are contemplated
12 to be transferred pursuant to the Settlement, or as may be necessary or appropriate to the
13 performance of the Settlement.

14 6. Pursuant to the terms of the Settlement, the obligations of the Trusts under
15 the Settlement are subject to the prior satisfaction of the following conditions unless waived by
16 written consent of each of the Trusts as to conditions (a), (f) and (g) and by the BHLT with
17 respect to the remaining conditions:

18 (a) This Order shall have been entered and be unstayed.

19 (b) At least five business days before the Closing Date, the GUCLT shall have
20 provided to the AHLT and the BHLT a schedule of the GUCLT Transferred Assets, such
21 schedule to contain all assets with an identifiable value (other than intangible litigation rights) for
22 all assets other than the GUCLT Retained Assets (as hereinafter defined) (the "GUCLT
23 Transferred Assets Schedule"). This schedule shall not include any of the claims reserved under
24 Paragraph (D), above, which are specifically excluded from any assets to be transferred or
25 released by the GUCLT.

26 (c) At least five business days before the Closing Date, the GUCLT shall have
27 provided to the AHLT and BHLT a schedule of the GUCLT Retained Assets, such schedule to
28 contain all assets with an identifiable value that the GUCLT is retaining (the "GUCLT Retained

Assets Schedule”), provided that the GUCLT Transferred Assets will be all GUCLT assets other than GUCLT Retained Assets (as hereinafter defined) regardless of whether those assets appear on the GUCLT Retained Assets Schedule. Whether or not included in the schedule of GUCLT Retained Assets, the claims reserved in Paragraph (D), above, are excluded from any assets to be transferred or released by the GUCLT.

(d) The GUCLT shall have provided to the AHLT and the BHLT a schedule containing true and correct information to the best of the GUCLT’s knowledge of all parties that may assert a lien, encumbrance or interest in or on the GUCLT Transferred Assets.

(e) The Trusts and Shaw shall have entered into the Shaw Amendment, which shall become effective concurrently with the effectiveness of this Settlement Agreement.

(f) The AHLT shall have prepared and delivered to the other Parties for execution at least five business days before the Closing Date, and the Parties shall have executed and delivered to the BHLT, such assignments, instruments, waivers, quitclaims and other documents as may be necessary to effect the transfer of the Intellectual Property, as set forth in paragraphs 2(a), 4, 9 and 10 of the Settlement, to the BHLT.

(g) The Closing Date shall have occurred no later than January 31, 2010.

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, all of the AHLT’s and the GUCLT’s right, title and interest in the assets to be transferred to the BHLT shall vest the BHLT with all the right, title and interest of the Debtors and their successors in interest (whether the AHLT, the BHLT, or the GUCLT) to such transferred assets free and clear of any and all liens (including, without limitation, mechanics’, materialmens’ and other consensual and non-consensual liens and statutory liens), security interests, encumbrances and claims (as defined in section 101(5) of the Bankruptcy Code), reclamation claims, mortgages, pledges, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, rights of first refusal, contracts, offsets, recoupment, rights of recovery, judgments, orders, claims for reimbursements, contribution, indemnity or exoneration, in each case whether secured or unsecured, choate, or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or

1 disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured,
2 material or non-material, disputed or undisputed, or known or unknown, whether arising prior to,
3 on, or subsequent to the date the Debtors filed for relief in this Court, whether imposed by
4 agreement, understanding, law, equity or otherwise (collectively, the "Liens and Claims") that
5 may be asserted against Nixon Peabody LLP, The McNutt Law Group LLP, Shaw Cablesystems
6 G.P. (other than the license rights expressly set forth in the Shaw Amendment), any beneficiaries
7 of the GUCLT or their attorneys, agents or assigns, and any other party served with the Motion,
8 with all such Liens and Claims to attach only to the proceeds of the transfer with the same
9 priority, validity, force and effect as they now have in or against the Intellectual Property.

10 8. If any person or entity that has filed financing statements or other
11 documents or agreements evidencing Liens and Claims shall not have delivered to the Trusts
12 prior to the closing, in proper form for filing and executed by the appropriate parties, termination
13 statements, instruments of satisfaction, and releases of Liens and Claims that the person or entity
14 has with respect to the rights to be transferred pursuant to the Settlement or otherwise, then (a) the
15 Trusts are hereby authorized to execute and file such statements, instruments, releases and other
16 documents on behalf of the person or entity with respect to the rights to be transferred pursuant to
17 the Settlement, and (b) the BHLT is hereby authorized to file, register, or otherwise record a
18 certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute
19 conclusive evidence of the release of Liens and Claims.

20 9. The transfer of the rights to be transferred pursuant to the Settlement by the
21 AHLT and the GUCLT to the BHLT (a) are legal, valid and effective transfers of such rights and
22 (b) vest in the BHLT all right, title and interest of the AHLT and the GUCLT in and to such rights
23 (subject the license rights expressly set forth in the Shaw Amendment).

24 10. With respect to any Liens, Claims and Interests asserted by Shaw relating
25 to the GUCLT Transferred Assets pursuant to the 2003 Shaw Agreement, the sole form of
26 adequate protection granted to Shaw shall be pursuant to the Shaw Amendment. Shaw shall have
27 no other rights or claims against the BHLT, the AHLT or the GUCLT.
28

1 11. Nothing contained in the Plan confirmed in these cases or the Confirmation
2 Order or any other order entered in these cases shall conflict with or derogate from the provisions
3 of the Settlement, the transfer of the Intellectual Property, or the terms of this Order.

4 12. Article 7.H.13 of the Plan is hereby deemed amended as set forth in Exhibit
5 A to the Settlement Agreement.

6 13. Article 7.1 of the BHLT Trust Agreement is hereby deemed amended as set
7 forth in Exhibit B to the Settlement Agreement.

8 14. The Settlement and any related agreements, documents, or other
9 instruments may be modified, amended, or supplemented by the parties thereto in accordance
10 with the terms thereof as the Trusts and Shaw may agree, without further order of the Court,
11 provided that any such modification, amendment, or supplement is not material. The transfer of
12 the rights to be transferred pursuant to the Settlement is not subject to taxation under any federal,
13 state, local, municipal, or other law imposing or purporting to impose a stamp, transfer, recording,
14 sale, or any other similar tax on any of the AHLT's transfers or sales of real estate, personal
15 property, or other assets owned by it in accordance with sections 1146(c) and 105(a) of the
16 Bankruptcy Code.

17 15. The transactions contemplated by the Settlement and the Shaw Amendment
18 have been bargained for and undertaken by the Trusts and Shaw at arms'-length, without
19 collusion, and in good faith within the meaning of section 363(m) of the Bankruptcy Code; the
20 Trusts and Shaw have not engaged in any conduct that would cause or permit the Settlement to be
21 avoided.

22 16. This Order is and shall be binding upon and govern the acts of all entities
23 including without limitation, all filing agents, filing officers, title agents, title companies,
24 recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or
25 other intellectual property, administrative agencies, governmental departments, secretaries of
26 state, federal, state, and local officials, and all other persons and entities who may be required by
27 operation of law, the duties of their office, or contract, to accept, file, register or otherwise record
28

1 or release any documents or instruments, or who may be required to report or insure any title or
2 state of title in or to any of the Trusts' rights to be transferred pursuant to the Settlement.

3 17. Each and every federal, state, and local governmental agency or
4 department is hereby directed to accept any and all documents and instruments necessary and
5 appropriate to consummate the transactions contemplated by the Settlement.

6 18. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the
7 provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this
8 Court or any other court, such reversal, modification, or vacatur shall not affect the validity and
9 enforceability of any obligation or right granted pursuant to the terms of this Order, and
10 notwithstanding any reversal, modification, or vacatur of this Order, any actions taken by the
11 Trusts or Shaw pursuant to the terms of this Order prior to the effective date of any such reversal,
12 modification, or vacatur shall be governed in all respects by the original provisions of this Order
13 and the Settlement, as the case may be.

14 19. This Court retains jurisdiction to (i) enforce and implement the terms and
15 provisions of the Settlement, all amendments thereto, any waivers and consents thereunder, and
16 of each of the agreements executed in connection therewith, (ii) resolve any disputes,
17 controversies, or claims arising out of or relating to the Settlement, and (iii) interpret, implement,
18 and enforce the provisions of this Order.

19 20. The terms and provisions of the Settlement, together with the terms and
20 provisions of this Order, shall be binding in all respects upon the Trusts and their creditors, and
21 any affected third parties and all persons asserting a Claim against or interest in the Trusts' estates
22 or any of the rights to be transferred to the BHLT pursuant to the Settlement. The Settlement and
23 the transactions contemplated thereby shall be specifically performable and enforceable against
24 and binding upon, and not subject to rejection or avoidance by, the Trusts or any chapter 7 or
25 chapter 11 trustee and their respective estates.

26 21. Because time is of the essence, the stay required under Bankruptcy Rules
27 6004(h) and 6006(d) is hereby waived. As provided by Bankruptcy Rule 7062, this Order shall
28 be effective and enforceable immediately upon entry.

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END OF ORDER

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